

Appl. No. 10/634,168
Amdt. dated Mar 9, 2006
Reply to Notice of Non-Compliant Amendment dated 3/02/2006
In Response to Office Action of Dec. 28, 2005

REMARKS/ARGUMENTS

Please cancel non-elected claims 1-7 and 16-19, without prejudice.

Claims 8 and 10 are objected to for terminology. The claims have been amended as suggested by the examiner.

Claims 8-12 and 14 are rejected under 35 USC 102(b) as anticipated by O'Neil. Claims 13 and 15 are rejected under 35 USC 103(a) as unpatentable over O'Neil. These rejections are respectfully traversed as improper because the reference O'Neil fails to teach the invention as set forth in claims 8-15.

The rejection of claims 8-12 and 14 states the reference O'Neil anticipates an expandable tubular fabric. The rejection states the fabric forming filaments are made of thermoplastic resins and thermoplastic rubber. It is stated the fabric is made from longitudinally extending filaments per Fig 1, ref. 11. The rejection states that while the filaments are described and shown as twisted, they are considered longitudinal. The rejection states that the longitudinal filaments are drawn since they are oriented per column 2, lines 65, 66. The rejection defines "heat set" as any filament in which the filament is set in some way, i.e. set twist, column 2, line 66, 68. The rejection states filament 12 is an elastic thermoplastic filament. The rejection states that since filaments 11 are thermoplastic resin and filament 12 is thermoplastic rubber, the elongation capabilities of the rubber thermoplastic filament is inherently greater. The rejection states that the elastic filament is helically wrapped and bonded to the longitudinal filaments.

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As required by 37 CFR 1.111(b), specific claim limitations not taught by the reference O'Neil will be pointed to, which limitations clearly define the claims over the reference.

O'Neil, per its title, is directed to thermoplastic twine, not to a tubular fabric. Twine is defined by Webster's Collegiate Dictionary as a thread, a string, strands twisted together. Claim 8 calls for a tubular fabric. Tubular is defined as a hollow cylindrical body. Clearly, O'Neil is not even directed to the same structure or article.

The claim calls for "longitudinally extending thermoplastic filaments which are drawn and heat set to have first elongation capabilities." The specification defines heat set as yarns drawn and heated to fix desired elongation characteristics. Nowhere does O'Neil discuss yarns so treated. It is herein noted that claim terms are limited by the definitions as disclosed in the specification and the limitations put forth in the arguments.

The claim calls for elastic thermoplastic filaments having "second elongation characteristics greater than said first elongation characteristics." O'Neil does not disclose differing elongation characteristics between the filaments 11, 12. The term "oriented" as used in column 2, line 65 simply means – to bring into due relation to—. The specification simply states filaments 11 are brought into due relation to each other. Nothing implies a set twist. See also column 4, lines 38-45.

The rejection makes assumptions for the structure and elastic characteristics of the yarns 11 and 12 which are not supported by the disclosure of the patent. The patents discloses that yarns 11 and 12 may be formed of the same material or different

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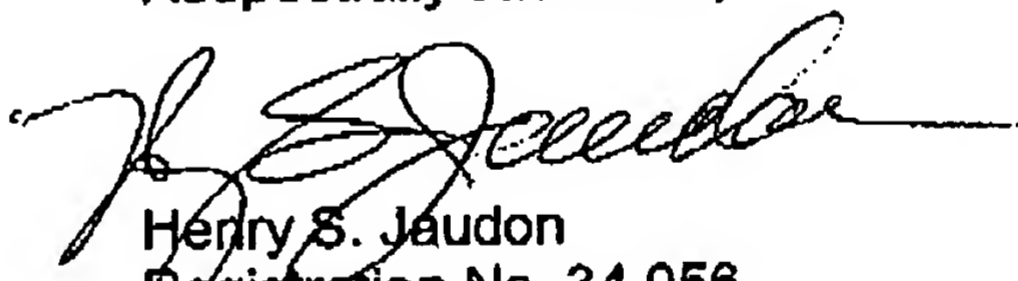
materials, the only requirement being that the materials be compatible. See column 3, lines 47-68 and column 4, lines 1-11. Nothing states, infers, or provides for one yarn to have heat set elastic characteristics of a first dimension and the other to have elongation characteristics which are greater.

For the above set forth reasons, it is believed that claim 8 clearly defines over the reference of the rejection. Accordingly, it is earnestly requested that the rejection be withdrawn and the claim found to be allowable.

Claims 9-15 all depend from claim 8 and are thought allowable for the stated reasons.

It is urged that the examiner withdrawn the rejections, find the claims to be allowable for the stated reasons and pass the case to issue in due course of PTO business.

Respectfully submitted,



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